REMARKS/ARGUMENTS

Claims 1-38 are pending in the present application. Claims 7, 14-18, 23, 28-30 and 37-38 were previously withdrawn from consideration. This paper contains no amendments to the claims. Reconsideration of this Application is respectfully requested.

35 U.S.C. §102 Rejections

Claims 1-6, 8-13, 19-22, 24-27 and 31-36 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Daniel *et al.* (6,001,118), hereinafter "Daniel." Applicants traverse this rejection on the basis that Daniel fails to teach each and every element recited in the claims. The Examiner states:

> Item 292 is considered a latch defined as a device to get hold of or obtain another item that is used to get hold of the guide-wire, and where the latch of Daniel is capable of being releasable engageable with the capture element to retain the capture element in the deployed configuration.

Applicants disagree with the Examiner's characterization of the teachings of Daniel. Nowhere does Daniel teach item 292 as being capable of releasably engaging the capture element, as required by claim 1, in part. On the contrary, in the cited text, item 292 is described as a "fixed collar." Fixed collar 292 is taught, explicitly or inherently, to be a fixed connection between the distal end of expandable member 290 and core wire 284. Daniel fails to anticipate claim 1 because the reference does not teach each and every element recited in the claim.

Claims 2-6, 8-13, 19-22, 24-27, 31-36 depend directly or indirectly from claim 1 and are patentable for at least the reasons discussed above regarding claim 1.

The Examiner has supported the contention that Daniel's fixed collar 292 can be considered as a latch by citing "Merriam-Webster definition a latch is any various devices in which mating mechanical parts engage to fasten something." Applicants aver that the Examiner has only recited a portion of the Merriam Webster definition of the word latch, which reads in full:

> **latch** (noun): any of various devices in which mating mechanical parts engage to fasten but usually not to lock something: **a**: a fastener (as for a door) consisting essentially of a pivoted bar that falls into a notch **b**: a fastener (as for a door) in which a spring slides a bolt into a hole; (emphasis supplied, *Merriam Webster Online*)

Thus, the cited dictionary definition refers to latch as having mechanical parts that are releasably engaged, i.e. a "bar falls into a notch," or a bolt slides into a hole. Clearly, the "bar" may be lifted out of the notch, or the bolt may slide out of the hole. Conversely, Daniel's collar 292 is permanently fixed, attached or locked in place, not releasably engaged. Therefore, the full dictionary definition of the term latch does not support this rejection.

The specification provides numerous detailed descriptions of the latch element of the invention, including how the latch can be made and how the latch operates. The way the Applicants use the term latch in the specification is even more consequential than the above dictionary definition, as recognized in *Phillips v. AWH Corp*, United States Court of Appeals for the Federal Circuit 03-1269, -1286, decided July 12, 2005:

> . . .heavy reliance on the dictionary divorced from the intrinsic evidence risks transforming the meaning of the claim term to the artisan into the

meaning of the term in the abstract, out of its particular context, which is the specification.

In summary, the Examiner's distorted definition of the term latch allows mischaracterization of Daniel as teaching all the limitations of the claims. The Examiner's definition of the term latch is inconsistent with the teachings of Daniel, is inconsistent with the full dictionary definition cited, and is especially inconsistent with the meaning and usage of the word in the instant application.

In view of the above remarks, Applicants reiterate their contention that Daniel fails to anticipate the claims because the reference fails to teach each and every element recited in the claims. Applicants respectfully request that the Examiner reconsider the outstanding rejections and that they be withdrawn.

CONCLUSION

For the foregoing reasons, Applicant believes all the pending claims are in condition for allowance and should be passed to issue. If the Examiner feels that a telephone conference would in any way expedite the prosecution of the application, please do not hesitate to call the undersigned at telephone (978) 739-3075 (Eastern Time).

Date: August 9, 2005

Respectfully submitted,

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